

AGREEMENT

THIS AGREEMENT dated this 9th day of December, 2003, by and between LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and BARNETT-FRONCZAK ARCHITECTS, hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive proposals from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide architectural, engineering and interior design services for the County-owned Bank of America property in accordance with the specifications for Leon County Request for Proposals number BC-08-26-03-60, said document being incorporated into this agreement as if fully set out herein as Exhibit A. These professional services are required to facilitate the ongoing renewal and replacement of facilities, according to a comprehensive facility survey document, and to plan for accommodations of needed office occupancies desired by Leon County. The Bank of America property is located at 311 and 315 South Calhoun Street and consists of 1.359 acres, two buildings totaling 152,000 square feet (includes an eight story main high-rise and a three story annex building) with an attached 4-story parking garage that includes 216 current parking spaces. A separate 1.019 acre parking lot that includes 143 current parking spaces, located at 743 South Gadsden Street, shall also be considered for planning and integration of facilities during both study and design phases. Linkages of data and telecommunications network shall also be considered between the Bank of America property and Leon County Courthouse. Additional services may be defined as generally conform to the stated project intent. Said services are expected to span approximately 10 years, from commencement in the Fall of 2003 through completion expected prior to 2013. The Contractor shall be responsible for the coordination of any and all related subconsulting professional services activity upon the project. Included services may consist of, but shall not be limited to Architecture, Engineering (Civil, Structural, Mechanical, Electrical, Plumbing, Sprinkler Systems, Environmental, etc.), Telecommunications, Structured Wiring, Interior Design, Surveying, Construction Administration, Inspection, Interior Design, Space Planning, etc.

It is the intent of the County that these services be provided by the Contractor and those firms identified in the Contractor's response to request for proposals number BC-08-26-03-60 work as a team for the duration of the contract period. Tasks to be performed during the period of contract may be performed by one or more firms of the team at the sole discretion of and upon the prior written consent of the County. (For instance, a task of space planning may only require the services of the space planner and none of the other members of the team.)

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his designee, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under this agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this agreement for the current and any future periods provided for within this agreement.

County staff will work closely with the Architect in the development of each segment of the project to be completed under this agreement. The County will issue a request to the Architect for each segment of the project to be assigned. The Architect will provide to Leon County a proposal for each project containing the following items within 10 business days of the initial request unless a longer time is mutually agreed upon in writing.

The Architect's proposal shall contain:

- a. An overview of the project;
- b. Estimated time required for completion;
- c. A cost proposal based upon the projection of each person's time at the rates in the Fee Schedule contained in Exhibit 2; a statement of the method proposed to handle the need for structured wiring installations according to Leon County MIS requirements/specifications; and costs of any subconsultants (surveying, structural, mechanical, plumbing, electrical, etc.);
- d. A statement of commitment of Minority/Women-Owned Business Enterprise participation.
- e. All services of the Architect during the term of, and for any project assigned under this agreement shall be based upon the Fee Schedule contained in Exhibit 2.

3. TIME

The contract shall be for a period of ten (10) years, commencing on December 10, 2003, and shall continue until November 30, 2013.

4. CONTRACT SUM

The Contractor agrees that for the satisfactory performance of the services as outlined above, it shall be remunerated by the County according to the hourly rates contained in the Contractor's proposal attached hereto as Exhibit 2.

Upon written request from the contractor, and at the discretion of the County, price increases may be negotiated every two years during the term of this agreement. In no case will the County allow a price increase greater than the Consumer Price Index for the prior two year period.

5. PAYMENTS

The County will make such payments within thirty (30) days of submission and approval of invoice for services.

6. STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

7. INSURANCE

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance

Respondent shall maintain limits no less than:

- a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or

completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).

- b. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. **(Non-owned, Hired Car).**
- c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. **Waiver of Subrogation in lieu of Additional Insured will suffice.**
- d. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Respondent may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.
- e. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.
- f. Installation Floater: In the amount of the estimated cost of materials necessary to complete the contract. Should include temporary location, job site, and in transit coverage.
- g. Mobile Equipment (Contractors Equipment) coverage should be in place while job is in process. Equipment should be covered whether owned, leased, borrowed, or rented by contractor or by employees of the contractor.

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

3. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverages **(County is to be named as Additional Insured).**
 - 1. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the

Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the county.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

5. Verification of Coverage

Respondent shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

6. Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

9. ASSIGNMENTS

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

10. HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the County, its officers, officials and employees from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to any of the services provided for in this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project previously reviewed by the Contractor that is found to be defective or not in accordance with the Contract Document and provisions of this agreement as a result of negligent act, error or omission on the part of the Contractor, its agents, servants, or employees. The Contractor shall be given a reasonable opportunity to correct any deficiencies.

12. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the M/WBE Participation Statement included as part of the bid response for this project, except when the County Good Faith Committee approves an exception.

Any "Good Faith Statement" provided by a Contractor shall follow the requirements of the Florida Statutes, and must demonstrate through documentation that every reasonable effort has been made to achieve the requested percentage.

For those M/WBE firms listed in their bid, Contractors shall be responsible for securing proof of their M/WBE certification and providing copies to the County M/WBE Office.

Also required is a monthly reporting system of the work done by and payments made to certified minority business enterprises as a part of this project. The reports shall detail each invoice submitted to the County and a break down of payments to all subcontractors therein by M/WBE classification.

13. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this

contract.

- c. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

14. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

15. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

16. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

17. NON-WAIVER

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

18. PROHIBITION AGAINST CONTINGENT FEES

The Architect warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working for the architect any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

19. REVISIONS

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

20. CONSTRUCTION

The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida.

21. VENUE

Venue for all actions arising under this agreement shall be in Leon County, Florida.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

CONTRACTOR

WITNESS: _____ BY: _____
President

WITNESS: _____ DATE _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____ of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation.
(State or place of incorporation)

He/she is personally known to me or has produced _____ as
identification. (type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

LEON COUNTY, FLORIDA

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BY: _____
Jane G. Sauls, Chairman
Board of County Commissioners

DATE: _____

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By: _____
Herbert W.A. Thiele, Esq.
County Attorney



BOARD OF COUNTY COMMISSIONERS

301 South Monroe Street
Tallahassee, Florida 32301
(850) 488-4710

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Commissioners:
WILLIAM C. PROCTOR, JR.
District 1
JANE G. SAULS
District 2
DAN WINCHESTER
District 3
TONY GRIPPA
District 4
BOB RACKLEFF
District 5
RUDY MALOY
At-Large
CLIFF THAELL
At-Large

PARWEZ ALAM
County Administrator
(850) 488-9962

HERBERT W.A. THIELE
County Attorney
(850) 487-1008

REQUEST FOR PROPOSALS

for

ARCHITECTURAL, ENGINEERING, AND INTERIOR DESIGN SERVICES FOR THE BANK OF AMERICA BUILDING

Proposal Number BC-08-26-03-60

BOARD OF COUNTY COMMISSIONERS

LEON COUNTY, FLORIDA

RFP Title: Request for Proposals for Architectural, Engineering, and Interior Design Services for the Bank of America Building

Proposal Number: BC-08-26-03-60

Opening Date: Tuesday, August 26, 2003 at 2:00 PM

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I. INTRODUCTION

Leon County requests proposals from qualified firms or individuals for architectural, engineering and interior design services to work as a team in providing needed professional services for the recently acquired Bank of America property. These professional services are required to facilitate the ongoing renewal and replacement of facilities.

II. GENERAL INSTRUCTIONS:

- A. The response to the proposal should be submitted in a sealed addressed envelope to:

*Proposal Number: BC-08-26-03-60
Purchasing Division
2284 Miccosukee Road
Tallahassee, FL 32308*

- B. **An ORIGINAL and five (5) copies of the Response must be furnished on or before the deadline. Responses will be retained as property of the County. The ORIGINAL of your reply must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding firm or individual, all other copies may be photocopies.**
- C. Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Keith Roberts or Don Tobin at (850) 488-6949; FAX (850) 922-4084; or e-mail at keith@mail.co.leon.fl.us or tobind@mail.co.leon.fl.us. Written inquiries are preferred.
- D. **Special Accommodation:** Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 488-6949 at least five (5) workdays prior to the Pre-Bid Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).
- E. Proposers are expected to carefully examine the scope of services, and evaluation criteria and all general and special conditions of the request for proposals prior to submission. Each Vendor shall examine the RFP documents carefully; and, no later than seven (7) calendar days prior to the date for receipt of proposals, he shall make a written request to the Owner for interpretations or corrections of any ambiguity, inconsistency, or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications.
- Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only those communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.
- F. Your response to the RFP must arrive at the above listed address no later than Tuesday, August 26, 2003 at 2:00 PM to be considered.
- G. Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered.

- H. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.
- I. It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE" and may be returned unopened to the vendor.
- J. The County is not liable for any costs incurred by bidders prior to the issuance of an executed contract.
- K. Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners.
- L. The contents of the proposal of the successful firm will become part of the contractual obligations.
- M. Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.
- N. If you are not submitting a proposal, please return the form attached at the end of the RFP, marked 'No Proposal'.
- O. The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.
- P. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.
- Q. Public Entity Crimes Statement: Respondents must complete and submit the enclosed Public Entity Crimes Statement. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.

RFP Title: Request for Proposals for Architectural, Engineering, and Interior Design Services for the Bank of America Building

Proposal Number: BC-08-26-03-60

Opening Date: Tuesday, August 26, 2003 at 2:00 PM

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S. Audits, Records, And Records Retention

The Contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

T. Monitoring

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

U. Local Preference in Purchasing and Contracting

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of not more than five percent (5%) of the total score shall be assigned for a local preference for local businesses. Vendors are directed to the evaluation criteria

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contained herein to be aware of any local preference points to be assigned for this request for proposals.

2. Local business definition. For purposes of this section, "local business" shall mean a business which:
 - a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
 - b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
 - c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Leon County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.
3. Certification. Any vendor claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

V. Addenda To Specifications

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://www.co.leon.fl.us/purchasing/>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website or contact the Leon County Purchasing Division at (850) 488-6949 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.

III. SCOPE OF SERVICES:

Leon County requests proposals from qualified firms or individuals for architectural, engineering and interior design services, upon the recently acquired Bank of America property. These professional services are required to facilitate the ongoing renewal and replacement of facilities, according to a comprehensive facility survey document, and to plan for accommodations of needed office occupancies desired by Leon County. The Bank of America property is located at 311 and 315 South Calhoun Street and consists of 1.359 acres, two buildings totaling 152,000 square feet (includes an eight story main high-rise and a three story annex building) with an attached 4-story parking garage that includes 216 current parking spaces. A separate 1.019 acre parking lot that includes 143 current parking spaces, located at 743 South Gadsden Street, shall also be considered for planning and integration of facilities during both study and design phases. Linkages of data and telecommunications network shall also be considered between the Bank of America property and Leon County Courthouse. Additional services may be defined as generally conform to the stated project intent. Said services are expected to span approximately 10 years, from commencement in the Fall of 2003 through completion expected prior to 2013. The selected firm (or firms) shall be responsible for the coordination of any and all related subconsulting professional services activity upon the project. Included services may consist of, but shall not be limited to Architecture,

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Engineering (Civil, Structural, Mechanical, Electrical, Plumbing, Sprinkler Systems, Environmental, etc.), Telecommunications, Structured Wiring, Interior Design, Surveying, Construction Administration, Inspection, Interior Design, Space Planning, etc.

It is the intent of the County that these services be provided by one or more firms working as a team for the duration of the contract period. Tasks to be performed during the period of contract may be performed by one or more firms of the team at the discretion of and assignment by the County. (For instance, a task of space planning may only require the services of the space planner and none of the other members of the team.)

IV. REQUIRED SUBMITTALS:

Please provide the following information for each firm that is a part of the team being proposed. Be sure to follow and clearly mark each section of your proposal according to the sections below (A, B, C, etc.)

- A. Firm name or Joint Venture, business address and office location, telephone number.
- 1) If a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm. If a joint venture, has this joint venture previously worked together? If yes, what projects? A copy of the joint venture agreement should be provided, if available at this time. If the joint venture agreement is not available at this time, then the selection of the firm will be subject to the County receiving and approving the joint venture agreement, prior to negotiating the contract.
 - 2) Address of the office that is to perform the work.
 - 3) Federal Identification Tax Number or Social Security Number.
- B. The age of the firm, brief history, and average number of employees over the past five years, present size of firm, nature of services offered, and breakdown of staff by discipline.
- C. List projects of a similar nature which best illustrate the experience of the firm and current staff which is being assigned to this project. (List no more than 10 projects, nor projects which were completed more than five (5) years ago.) Provide contact information for the owner's representative for each project listed.
- D. List outside consultants anticipated to be used on this project. When listing consultants, give the respective specialty of the firm.
- E. Give brief resume of key persons to be assigned to the project including but, not limited to:
- 1) Name & title
 - 2) How many years with this firm; How many years with other firms
 - 3) Experience: Types of projects; Size of projects (dollar value and SF of project); What was the specific project involvement?
 - 4) Education
 - 5) Active registration(s)
 - 6) Other experience and qualifications that are relevant to this project
- F. Provide an overview of your understanding of and approach to the project, how you envision your firm meeting the needs of the County, and discuss how your qualifications, sub-consultants, and team members best fit this request for services.
- G. Provide acknowledgment of Minority Business Enterprise and Equal Employment Policies and level of MBE participation (forms attached).

V. PROPOSED CALENDAR

The following schedule will be adhered to as closely as possible to assure an expedient time frame for the selection of the team:

- A) Publication of Public Notice - July 28, 2003.
- B) Begin Distribution of RFP - July 28, 2003.
- C) Proposals due - Tuesday, August 26, 2003, 2:00 PM
- D) Selection of Firm(s) or Individual(s) for Interview - no later than September 12, 2003.
- E) Interviews with first three ranked firms - September 18, 2003.
- F) Selection (Board of County Commissioners Meeting) - October 14, 2003.

VI. SELECTION PROCESS

- A. The County Administrator shall appoint an Evaluation Committee composed of three to five members who will review all proposals received on time, and select one or more firms for interview based on the responses of each proposer. All meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings. Notice of all meetings shall be posted in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays) and all respondents to the solicitation shall be notified by facsimile or telephone.
- B. The Evaluation Committee will recommend to the Board of County Commissioners (BCC), in order of preference (ranking), up to three (3) firms deemed to be most highly qualified to perform the requested services.
- C. The (BCC) will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BCC determines is fair, competitive, and reasonable for said services.
- D. Should the BCC be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm the Board shall terminate negotiations. The BCC representative shall then undertake negotiations with the third most qualified firm.
- E. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.
- F. Evaluation Criteria: Proposals will be evaluated and ranked on the basis of the following considerations:
 - 1. Past Performance 25
 - Quality & Completeness of the designs and services;
 - Meeting budget and schedule, service attitude,
 - professionalism
 - 2. Qualifications of staff 20
 - 3. Technical competence
 - a) In-house Staff 10
 - b) Consultants 10

RFP Title: Request for Proposals for Architectural, Engineering, and Interior Design Services for the Bank of America Building

Proposal Number: BC-08-26-03-60

Opening Date: Tuesday, August 26, 2003 at 2:00 PM

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| | | |
|----|-------------------------------------------------------|----|
| 4. | Project Approach and Quality of Response to RFP | 10 |
| 5. | References | 5 |
| 6. | Minority Business Enterprise Participation | 10 |
| 7. | Local Preference | 5 |
| 8. | Volume of BCC Work | 5 |

Total 100

- F. The volume of BCC work criteria shall be based upon the dollar value of payments made by Leon County to each contractor for the prior two year period. Points shall be assigned based on the volume levels in the following chart:

| Dollar Volume | Points |
|------------------------|--------|
| \$0 - \$50,000 | 5 |
| \$50,001 - \$100,000 | 4 |
| \$100,001 - \$200,000 | 3 |
| \$200,001 - \$300,000 | 2 |
| \$ 300,001 - \$600,000 | 1 |
| More than \$600,000 | 0 |

VII. INDEMNIFICATIONS:

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

The Firm shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project previously reviewed by the Firm that is found to be defective or not in accordance with the Contract Document and provisions of this agreement as a result of negligent act, error or omission on the part of the Firm, its agents, servants, or employees. The Firm shall be given a reasonable opportunity to correct any deficiencies.

VIII. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority/Women Business Enterprise Requirements

Firms responding to this RFP are hereby made aware of the County's goals for M/WBE utilization. Respondents should contact Agatha Muse-Salters, Leon County M/WBE Director, at phone (850) 488-7509; fax (850) 487-0928 for additional information.

As a part of the selection process for this project, the ranking procedure will provide a maximum of ten (10) percent of the total score where MBE's are used as follows:

MBE Participation Level

Points

| | | |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| _____ | The respondent is certified as a Minority/Woman Business Firm with Leon County, as defined in the County's M/WBE policy. | 10 |
| _____ | The respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 20% by certified minority/women business firms/individuals. | 8 |
| _____ | The respondent has certified that a minimum of 15.5% of the ultimate fee will be subcontracted to certified M/WBE Firm(s), and has identified in the proposal the M/WBE Firm(s) that it intends to use. | 6 |

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

INSURANCE

Respondent's attention is directed to the insurance requirements below. Respondents should confer with their respective insurance carriers or brokers to determine in advance of proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a Respondent fails to

comply strictly with the insurance requirements, that Respondent may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Respondent, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Respondent's bid.

1. Minimum Limits of Insurance

Respondent shall maintain limits no less than:

- a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).

- b. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. **(Non-owned, Hired Car).**
 - c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. **Waiver of Subrogation in lieu of Additional Insured will suffice.**
 - d. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Respondent may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.
 - e. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.
 - f. Installation Floater: In the amount of the estimated cost of materials necessary to complete the contract. Should include temporary location, job site, and in transit coverage.
 - g. Mobile Equipment (Contractors Equipment) coverage should be in place while job is in process. Equipment should be covered whether owned, leased, borrowed, or rented by contractor or by employees of the contractor.
2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

3. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverages **(County is to be named as Additional Insured).**
 - 1. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the county.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

5. Verification of Coverage

Respondent shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

6. Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

IX. ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

RFP Title: Request for Proposals for Architectural, Engineering, and Interior Design Services for the Bank of America Building

Proposal Number: BC-08-26-03-60

Opening Date: Tuesday, August 26, 2003 at 2:00 PM

Attachment # 1
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PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Keith M. Roberts,
Purchasing Director

Tony Grippa, Chairman
Leon County Board of County Commissioners

This bid response is submitted by the below named firm/individual by the undersigned authorized representative.

BY

(Firm Name)

(Authorized Representative)

(Printed or Typed Name)

ADDRESS

CITY, STATE, ZIP

TELEPHONE

FAX

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

RFP Title: Request for Proposals for Architectural, Engineering, and Interior Design Services for the Bank of America Building

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STATEMENT OF NO BID

We, the undersigned, have declined to respond to the above referenced RFP for the following reasons:

_____ We do not offer this service

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications

_____ Others (Please Explain)

We understand that if the no-bid letter is not executed and returned, our name may be deleted from the list of qualified bidders for Leon County.

Company Name _____

Signature _____

Name (Print/Type) _____

Telephone No. _____

FAX No. _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Leon County Board of County Commissioners

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact

business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ OR Produced identification _____
(Type of identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

Printed, typed, or stamped commissioned name of notary public

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION PLAN

Attachment # 1
 Page 26 of 30

RESPONDENT _____

MBE Participation Levels

Points

- | | | |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| _____ | The respondent is certified as a Minority/Woman Business Firm with Leon County, as defined in the County's M/WBE policy. | 10 |
| _____ | The respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 20% by certified minority/women business firms/individuals. | 8 |
| _____ | The respondent has certified that a minimum of 15.5% of the ultimate fee will be subcontracted to certified M/WBE Firm(s), and has identified in the proposal the M/WBE Firm(s) that it intends to use. | 6 |

M/WBE firms and subcontractors must be certified by the City of Tallahassee or Leon County to qualify for M/WBE participation credit. Please provide the following information for each M/WBE. Please indicate minority groups by using the corresponding letters: African American (B), Asian American (A), Hispanic American (H), Native American (N) and Non Minority Female (F). **You must submit proof of certification with your proposal.** Attach additional sheets as necessary.

| <u>Name, Address, and Phone</u> | <u>Materials/Services</u> | <u>Amount</u> | <u>Group</u> |
|---------------------------------|---------------------------|---------------|--------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Total Value of M/WBE Participation: \$ _____
 Total Project Base Bid: \$ _____
 M/WBE Participation as % of Total Base Bid: _____ %

The vendor acknowledges the Leon County M/WBE policy and the provisions specified for this RFP. If applicable, vendor certifies that the above list of minority vendors and the respective contract amounts and percentages of the total bid are accurate.

Signed: _____ Title: _____ Date: _____

RFP Title: Request for Proposals for Architectural, Engineering, and Interior Design Services for the Bank of America Building

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EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national origin, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____
Title: _____
Firm: _____
Address: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

LOCAL VENDOR CERTIFICATION

Attachment # 1
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The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by the County, and, if applicable, the City of Tallahassee (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Leon County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------|
| Business Name: | | Phone: |
| Current Local Address: | | Fax: |
| If the above address has been for less than six months, please provide the prior address. | | |
| Length of time at this address | | |
| Number of Employees and hours worked per week by each: | | |
| Name and Address of Owner(s) who reside in Leon County and who in total own at least 50% or more of the business. Attach additional sheets as necessary. | | Percentage of Ownership |
| 1. | | |
| 2. | | |

 Signature of Authorized Representative

 Date

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____ of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
 or has produced _____ as identification.
(type of identification)

 Signature of Notary

 Print, Type or Stamp Name of Notary

 Title or Rank

 Serial Number, If Any

Return Completed form with supporting documents to:

**Leon County Purchasing Division
 2284 Miccosukee Road
 Tallahassee, Florida 32308**

Exhibit 2
Staff Schedule of Values

Compensation for services rendered by Barnett Fronczak Architects (BFA) shall be based on the following staff positions and hourly rates:

Principal Partners, at a fixed rate of one hundred twenty (\$120.00) per hour:

Principle partners are:

Richard R. Barnett

David Fronczak

Project Architect/Project Management, at fixed rates as noted below:

BFA currently has four (4) licensed architects on staff, in addition to Rick Barnett and Dave Fronczak (total of 6). These include:

Senior Architect, at a fixed rate of seventy-five (\$75.00) per hour

Architect, at a fixed rate of sixty-five (\$65.00) per hour

Senior CADD Management, at a fixed rate of sixty (\$60.00) per hour:

BFA currently has one (1) senior CADD manager on staff, who is also a partner

Construction Inspection, at a fixed rate of fifty-five (\$55.00) per hour:

BFA currently has one (1) construction inspector

Graduate Architects and CADD Technicians, at fixed rates as noted below:

BFA currently has several graduate architect and CADD staff, as noted:

Graduate Architects (3), at a fixed rate of forty-five (\$45.00) per hour

CADD Technician (1), at a fixed rate of forty (\$40.00) per hour

Office Management and Administration, at fixed rates as noted below:

BFA currently has three (3) office administration staff. These include:

Office Management (1), at a fixed rate of forty-five (\$45.00) per hour

Administrative Staff (1), at a fixed rate of thirty-five (\$35.00) per hour

Support Staff (1), at a fixed rate of twenty-five (\$25.00) per hour

Note: All BFA consultants submit separate fee proposals for incorporation in to the overall BFA Architect-Engineer (A/E) fee proposal. To these, BFA charges mark-up fees to cover coordination and administrative expenses.